Blending

grain from other types allowed and meets all U.S. No. 2 Yellow Com quality standards not listed above. OPT!MUM Grain blended with any other type of grain will not be accepted.

b. If the moisture exceeds the above limits or has test weight less than the above minimum, the OPTIMUM Grain will be subject to rejection or discounts, and drying charges set forth by the receiving ELEVATOR. The following discounts apply for BCFM and damage.

BCFM DISCOUNTS

DAMAGE DISCOUNTS

\$0.02 Each 1.0% From 2.1-4.0%

\$0,01 Each 1,0% From 3.1-5.0%

c. OPTIMUM Grain delivered under this Agreement shall be of merchantable quality, unadulterated and unrestricted from movement in Interstate commerce within the meaning of the Federal Food, Drug, and Cosmetic Act, Environmental Protection Agency Tolerances, the United States Grain Standards Act and applicable state law.

- d. Any individual load of OPTIMUM Grain with greater than 20 PPB Afletoxin, not cool and sweet, not of merchantable quality or rejected as a result of not meeting any of the specifications in this Agreement shall not be accepted and no premium will be paid for oil content. Such load(s) shall be subject to rejection or purchased as yellow corn at the sole discretion of the ELEVATOR. Such load(s) shall not be commingled with other OPTIMUM Grain produced by GROWER.
- e. The ELEVATOR'S weights and grades shall govern with the exception that GROWER has the right to appeal any grading by having the elevator submit a sample to the Federal Grain Inspection Service (FGIS), at GROWER'S expense, for an official grade.



f. GROWER will provide a representative sample of GROWER'S OPTIMUM Grain before delivery if requested by Optimum. Optimum will provide sample bage and sample shipping instructions to the GROWER. Optimum or their representative shall have the right to sample bins of OPTIMUM Grain prior to delivery.

4. PRICING AND GROWER COMPENSATION

a. The ELEVATOR or Optimum will compensate the GROWER for performing this Agreement. The compensation for a toad of delivered, dried OPTIMUM Grain shall be the ELEVATOR cash price for U.S. No. 2 Yellow Corn on day of delivery (if not prized earlier with ELEVATOR), less any discounts, plus a premium based upon the oil content (see the SCALE below) times the total number of net bushels of the OPTIMUM Grain accepteddelivered. GROWER acknowledges that depending upon market conditions, the pricing of OPTIMUM Grain may be higher or lower than the local price of generic yellow corn. The GROWER agrees to accept this export price as the final determination in the settlement of the OPTIMUM Grain.

PREMIUM SCALE

Less then 6.0% oil*, \$0.00 per bushel

6.0% oil \$.05 per bu.	7,0% oil \$.15 per bu
6.1% oil \$.08 per bu.	7.1% all \$.18 per bu
6.2% oil \$.07 per bu.	7.2% oil \$.17 per bu.
6,3% oil \$.08 per bu.	7,3% oil \$.18 per bu.
6.4% oil \$.09 per bu.	7.4% oii \$.19 per bu.
6.5% oil 5.10 per bu.	7.5% oli \$.20 per bu.
6,6% all \$.11 per bu.	7,8% oil \$.21 per bu.
6.7% oil \$.12 per bu.	_7.7% oil \$.22 per bu.
6 8% oil \$.13 per bu.	7.8% ail \$.23 per bu.

http://oscar.itsoptimum.com/ContractPrintBody.asp?id=JN42CE5Q&contid=200019203

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